

EXHIBIT S

DEBRIS LANDFILL AND COMPOST CONTRACTORS



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov

V I R G I N I A

TELEPHONE: (703) 324-3201 FAX: (703) 324-3223 TTY: 1-800-8-1140

Date:

NOTICE OF AWARD OF CONTRACT

SUBJECT: Disposal Site – Construction/Demolition/Debris (CDD)

CONTRACT NUMBER: BL04-721070-12A

COMMODITY CODE: 7381007

CONTRACT PERIOD: Date of Award through March 31, 2005

RENEWALS: Three 1-year periods

SUPERSEDES CONTRACT: BL00-352510-12

CONTRACTOR(S):

A: Lorton Landfill
9685-D Main Street
Fairfax, Virginia 22031-3745
Contact: Larry W. Bayne
Telephone: 703-323-7799
Fax Phone: 703-323-7320
Email: lorlan9685waple40
Terms: Net 30 Days

VENDOR CODE(S):

B541063247-01

DPSM CONTRACTUAL CONTACT: Loretta Robertson Saxe
Telephone Number: (703) 324-3269

SPECIAL INFORMATION AND INSTRUCTIONS FOR COUNTY AGENCIES ONLY:

Those agencies appearing on the Distribution List, who require the items and/or services covered by this contract, should process a Blanket Purchase Order. The Blanket Purchase Order will cite the period of time to be covered within the life of the contract and will list the names of the County employees authorized to place orders.

DELIVERIES: See Attached Pricing Schedule

FOB: Destination

PRICES: See Attached Pricing Schedule

Notice of Award
BL04-721070-12A

Agencies requiring the items and/or services covered by this contract, in a firm-fixed quantity on a specific date, shall enter into CASPS a purchase requisition indicating the item/service required, the quantity, and the delivery date. The purchase requisition must be annotated with the contract number indicated above.

A Supplement may be entered into CASPS after issuance of the Purchase Order, by an agency desiring to:

- a. Change period of time.
- b. Cancel the purchase order.

The time, place, and other requirements for delivery of supplies and/or performance of services shall be as agreed between the county employee authorized to place orders, and the Contractor.

Inspection of supplies delivered or services performed and entering receipt activity into CASPS along with the prompt forwarding of documents to the Office of Finance, are the responsibilities of the ordering agency.

Items NOT covered by this contract MUST be requested on a separate purchase requisition.



for Cathy A. Muse, CPPO
Director/County Purchasing Agent

CAM/LRS/h:\...\noa.ifb

DISTRIBUTION:
Department of Finance
Solid Waste Disposal/Resource Recovery
attn: Lenny Wright
Kiran Sharma

DPSM – Admin Asst, Team 1
Contract Administrator

Notice of Award
BL04-721070-12A

PRICING SCHEDULE

Item No.	Description	Est Qty	Unit	Unit Price	Extension
1.	7381007 Disposal of General Material Suitable for CDD Landfill	15	TN	\$38.00	\$570.00
2.	7381007 After Normal Hours for Emergency Disposal	15	TN	N/B	N/B

The successful bidder's facility must be open for business six (6) days per week. Please specify the daily hours of operation your firm will accept materials for disposal?

Weekday	Hours of Operation
Monday	7AM-5PM
Tuesday	7AM-5PM
Wednesday	7AM-5PM
Thursday	7AM-5PM
Friday	7AM-5PM
Saturday	7AM-NOON

Contact:

Answering machines are unacceptable as a point of contact. Bidders shall indicate a contact person and telephone number for normal working hours. For emergency calls, nights and weekends, the bidder shall list a contact person and telephone number or have a voice mail paging system or answering service. Bidder using a voice mail system or answering service shall be required to initiate a call back to the sender within 15-25 minutes. Ref: Special Provisions paragraph 5.3.

Answering System: _____ Voice Mail Paging _____ Answering Service: _____

Contact Person:

Normal Working Hours

Name(s): Larry W. Bayne, General Manager

Telephone: 703-690-1525/ cell: 571-237-6005

Emergency Calls: outside normal County working hours, nights and /or weekends

Name(s): N/A

Telephone: _____

BIDDERS AUTHORIZATION TO EXTEND CONTRACTS TO OTHER JURISDICTIONS
(REFERENCE: SPECIAL PROVISIONS PARAGRAPH 18)

<u>YES</u>	<u>NO</u>	<u>JURISDICTIONS</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTIONS</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manassas, Virginia
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manassas City Public Schools
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alexandria Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manassas Park Public Schools
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maryland-National Capital Park &
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arlington Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Planning Commission
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Metropolitan Washington Airports Authority
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Charles County, Maryland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Metropolitan Washington Council of
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chevy Chase Village, Maryland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Governments
<input type="checkbox"/>	<input checked="" type="checkbox"/>	City of Fairfax, Virginia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Montgomery County, Maryland
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Clark County Administrative Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	<input checked="" type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Montgomery Community College
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Culpeper County Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Northern Virginia Community College
<input type="checkbox"/>	<input checked="" type="checkbox"/>	District of Columbia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Northern Virginia Planning District
<input type="checkbox"/>	<input checked="" type="checkbox"/>	District of Columbia Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Orange County Public Schools
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prince George's County
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Falls Church, Virginia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prince George's County Public Schools
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Falls Church City Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prince William County
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fauquier County, Virginia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prince William County Public Schools
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fauquier County Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Frederick City, Maryland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Rappahannock County Public Schools
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Frederick County Maryland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Rockville, Maryland
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Frederick County Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Shenandoah County Public Schools
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gaithersburg, Maryland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stafford County Public Schools
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Takoma Park, Maryland
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Herndon, Virginia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Town of Vienna, Virginia
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loudoun County, Virginia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Upper Occoquan Sewage Authority
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loudoun County Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Washington Suburban Sanitary Commission
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loudoun County Sanitation Authority	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Virginia Railway Express
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Madison County Public Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Washington Metropolitan Area Transit
			<input type="checkbox"/>	<input checked="" type="checkbox"/>	Authority

Lorton Landfill

Vendor Name



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

Date:

NOTICE OF AWARD OF CONTRACT

SUBJECT: *Compost Facility – Yard Waste Processing Services*

CONTRACT NUMBER: XX03-658896-12A

COMMODITY CODE: 7381

CONTRACT PERIOD: April 1, 2003 through March 31, 2004

RENEWALS: Four 1-year Periods

SUPERSEDES CONTRACT: None

CONTRACTOR(S):

VENDOR CODE(S):

A – Loudoun Composting LLC
44150 Wade Drive
Chantilly, Virginia 20152
Contact: Carl Coffey
Telephone: 703-327-8428
Fax Phone: 703-327-0649
Terms: **Net 30 Days**

B541930642-01

PRICES: See Attached Pricing Schedule

DELIVERIES: See Attached Pricing Schedule

FOB: Destination

DPSM CONTRACTUAL CONTACT: Loretta Robertson Saxe
Telephone Number: (703) 324-3269

SPECIAL INFORMATION AND INSTRUCTIONS FOR COUNTY AGENCIES ONLY:

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Agencies who require the services covered by this contract in a firm-fixed quantity on a specific date, shall enter into CASPS a purchase requisition indicating the service required, the quantity, and the delivery date. The purchase requisition must be annotated with the contract number indicated on page 1.

Notice of Award of Contract
BL03-658896-12A
Page 2

A Supplement may be entered into CASPS after issuance of the Purchase Order, by an agency desiring to:

- a. Change period of time.
- b. Cancel the purchase order.

The time, place, and other requirements for performance of services shall be as agreed between the county employee authorized to place orders and the Contractor.

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Items NOT covered by this contract MUST be requested on a separate purchase requisition.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

CAM/LRS/c:\...\noa

DISTRIBUTION:

Department of Finance

DPW – Solid Waste Disp/Resource Recovery
attn: Lenny Wright

DPSM – Admin Asst Buyer

Contract Administrator

Asst. Buyer Team 1

PRICING SCHEDULE

BL03-658896-12

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1.	7381 Receive & Process Loose Unbagged Yard Waste Delivered to the vendor's site	TN	\$14.50
2.	7381 Receive & Process Yard Waste in Bags Delivered to the vendor's site	TN	\$30.50
Maximum Contamination of Plastic Bags or Other Material by Weight Allowance: <u>5%</u> <u>Contamination in excess of the allowable percentage must be reloaded into a County vehicle</u>			

Notice of Award
BL02-559758-12

BIDDERS AUTHORIZATION TO EXTEND CONTRACTS TO OTHER JURISDICTIONS
(REFERENCE: SPECIAL PROVISIONS PARAGRAPH 39)

YES	NO	JURISDICTIONS	YES	NO	JURISDICTIONS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas City Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas Park Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia		<input type="checkbox"/>	Maryland-National Capital Park &
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Planning Commission
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Charles County, Maryland		<input type="checkbox"/>	Metropolitan Washington Council of
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Chevy Chase Village, Maryland		<input type="checkbox"/>	Governments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Fairfax, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery County, Maryland
	<input checked="" type="checkbox"/>	Clark County Administrative Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Montgomery Community College
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Culpeper County Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Community College
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Planning District
<input checked="" type="checkbox"/>	<input type="checkbox"/>	District of Columbia Public Schools		<input checked="" type="checkbox"/>	Orange County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince George's County
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince George's County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Falls Church City Public Schools		<input checked="" type="checkbox"/>	Prince William County
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	<input checked="" type="checkbox"/>	Fauquier County Public Schools		<input checked="" type="checkbox"/>	Prince William County Service Authority
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick County Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick County Public Schools		<input checked="" type="checkbox"/>	Shenandoah County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland		<input checked="" type="checkbox"/>	Stafford County Public Schools
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Town of Vienna, Virginia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia		<input checked="" type="checkbox"/>	Upper Occoquan Sewage Authority
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County Sanitation Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Virginia Railway Express
	<input checked="" type="checkbox"/>	Madison County Public Schools		<input type="checkbox"/>	Washington Metropolitan Area Transit
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	Authority

Elcon Enterprises, Inc. T/A Elevator Control Service

Vendor Name

PIC USE:	
POSTING DATE:	REMOVAL DATE:
INITIALS:	

**SOLE SOURCE
RE-DERMINATION AND FINDINGS**

XX#: 03-658896-12A

Commodity Code/FCIN: 7381

Description: Compost Facility – Yard Waste Processing Services

Vendor Name:	Loudoun Compost LLC	Vendor Number:	B541930642-0
Agency Name:	Solid Waste Disposal Resource Recovery	Agency Contact:	Lenny Wright
Requisition Number:	N/A	Dollar Amount:	N/A
PO Number:	N/A		

Reference: a) Fairfax County Purchasing Resolution, Article 2, Section 2, Paragraph c
b) IPM 12-200, Sole Source Procurement

Agency Justification Attached? (✓) X Yes No
Division of Solid Waste Disposal and Resource Recovery memorandum dated January 13, 2003
If no, Explain Reason:

Statement of Work:

The Division of Solid Waste Disposal and Resource Recovery is mandated by County Code, Chapter 109 to provide separate collection services for yard waste beginning April 1 of each year. The current vendors on the Disposal Site contract either do not or can longer provide yard waste processing services to the County.
Findings:

The Virginia Department of Environmental Quality was contacted regarding permitted processing sites within our area and only the Loudoun Compost Facility, operated by Phoenix Development, is certified.

Determination:

Based upon the above findings, I recommend the sole source award for Yard Waste Processing Services be awarded to Loudoun Compost, LLC, operated by the Phoenix Development Corporation.

SOLE SOURCE TO REMAIN IN EFFECT UNTIL: March 31, 2008

APPROVED:

Buyer: _____	Date: _____
Supervisor: _____	Date: _____
Purchasing Agent: _____ Cathy A. Muse, CPPO/Director	Date: _____

Distribution:
Administration – CASPS Entry Bulletin Board PIC/File Original - Buyer

INTERJURISDICTIONAL
SOLID WASTE FACILITY USE AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of MARCH, 2000, by and between the Board of Supervisors of Fairfax County, Virginia ("Fairfax County") and the Prince William Board of County Supervisors ("Prince William County"); and

WHEREAS, Prince William County and Fairfax County have had a mutually beneficial relationship in the shared use of solid waste management facilities since 1993; and

WHEREAS, the 1993 Interjurisdictional Agreement between Prince William County and Fairfax County provided that Prince William County and Fairfax County would continue to discuss and evaluate other opportunities to share existing facilities in order to provide the most cost effective, efficient, and long term solid waste processing and disposal options for both counties; and

WHEREAS, Prince William County continues to operate a sanitary landfill located in Independent Hill, Virginia; and

WHEREAS, Prince William County has contracted for a private firm to operate yard waste composting facilities located at Prince William County sites at the Independent Hill landfill and on Balls Ford Road; and

WHEREAS, Fairfax County has contracted for a private firm to provide waste-to-energy services at a facility in Lorton, Virginia, known as the I-95 Energy/Resource Recovery Facility ("I-95 ERRF"); and

WHEREAS, Prince William County and Fairfax County find it mutually beneficial to cooperate in the shared use of these facilities and resources; and

WHEREAS, Fairfax County and Prince William County are authorized by the Code of Virginia to enter into agreements for solid waste processing and disposal and agree to take all necessary and appropriate actions in cooperation with one another, to carry out and be bound by this Agreement to the extent permitted by law.

NOW, THEREFORE, the parties agree as follows:

1. Fairfax County and solid waste companies permitted by Fairfax County may use the Balls Ford Road yard waste compost facility, or any alternate facility that may become available in the future, developed by Prince William County. As used in this Agreement, "yard waste" means that fraction of municipal solid waste that consists of grass clippings, leaves, brush and tree prunings arising from general landscape maintenance.

1.1 Fairfax refuse haulers and transfer trailers shall deliver yard waste to the Balls Ford Road composting facility via I-66 and the Route 234 bypass. Prince William County shall

specify reasonable alternative means of access if these routes become impassable for any reason.

2. Fairfax County transfer trailers may use the Prince William County landfill in Independent Hill when the I-95 ERRF is undergoing scheduled or emergency maintenance or when it is necessary to accommodate occasional bypass of the I-95 ERRF. Such use shall be restricted to prearranged mutually agreed deliveries in Fairfax County transfer trailers. No private solid waste companies or Fairfax County citizens shall be permitted to deliver Fairfax County waste directly to the Prince William County landfill during these occurrences. During emergency situations that preclude the use of the I-95 ERRF, prearrangement of deliveries will not be required and the method of waste delivery will be coordinated with Prince William County. Such emergency delivery will be limited to no more than 30 days.

2.1 Refuse vehicles delivering waste to the Prince William County landfill shall access the facility via Route 234. Prince William County shall specify reasonable alternative means to access the site if these routes become impassable for any reason.

3. Prince William County and solid waste companies permitted by Prince William County may use the I-95 ERRF for the disposal of processable waste and affiliated programs such as the tire processing facility. "Processable waste" means solid waste which can be processed in the I-95 ERRF.

3.1 Refuse vehicles from Prince William County will access the I-95 ERRF via U.S. Route 1, Furnace Road, and the Landfill Access Road. Fairfax County shall specify reasonable alternative means of access if these routes become impassable for any reason. Lorton Road, Route 624, shall not be used. No Prince William County homeowners or vehicles that must be hand unloaded shall be allowed to directly deliver processable waste to the I-95 ERRF.

4. Disposal Fees.

(a) The disposal fee at the I-95 ERRF will be set by Fairfax County. Prince William County will pay the same fee for use of this facility as Fairfax County charges itself.

(b) Fairfax County will pay a disposal fee at the Independent Hill landfill equal to the disposal fee Fairfax County charges itself at the I-95 ERRF.

(c) The fees for processing of yard waste at the Prince William County facilities will be set by Prince William County based on the anticipated quantity of material to be processed, the contractor's charges, and the recovery of costs incurred by Prince William County to own and operate the facilities.

(d) Fairfax County will be responsible for billing and collection from the Fairfax refuse haulers and other approved users delivering waste or yard waste in accordance with the terms of this Agreement. Prince William County will be responsible for any billing or collection that may be necessary from the Prince William refuse haulers for the processable waste delivered

to the I-95 ERRF pursuant to the terms of this Agreement.

5. Costs incurred by one county related to special projects, emergency support, or other needs, will be included in an overall analysis of the costs of each county under this Agreement. In these instances, the costs will be estimated in advance or hourly rates will be pre-established.

6. The counties will exchange billing information and scale records for each month, within 10 business days of the end of each month. This information may be exchanged electronically.

7. This Agreement is based on a fiscal year calendar, July 1 through June 30. No billing will be done during the first half of the fiscal year. In January of each year, an accounting of the disposal fees and costs for the first half of the year and estimated for the second half of the year will be conducted. Each county will provide the other with the billing records it maintains by January 15 of each year. Each county shall reconcile its records by January 31 of each year. By February 15 of each year, an appropriate payment arrangement will be established that may include monthly or quarterly payments. The administrators may agree at that time to a reconciliation at the end of the fiscal year.

8. The Director of Public Works of Prince William County and the Director of Public Works and Environmental Services of Fairfax County, or their designees, will be the administrators of this Agreement, responsible for the administration of its terms. Either party, after consultation by the Administrators, may from time to time be required to restrict deliveries if warranted by facility operating status or waste deliveries in excess of the processing capacity of their respective facilities.

9. This Agreement shall become effective upon execution by Prince William County and Fairfax County. This Agreement shall be effective for five years from the effective date. Unless at least 90 days prior to the end of the initial term of this Agreement one party notifies the other that it does not want the initial term of this Agreement to be extended, this Agreement shall automatically be extended for an additional term of five years.

10. Either party may terminate this Agreement for any reason by giving 90 days advance notice in writing to the other party.

11. Each jurisdiction and any refuse hauler using a facility pursuant to this Agreement shall abide by the rules and regulations of that facility in accordance with all Federal, State, and local laws and ordinances.

12. The obligations of Prince William County and Fairfax County under this Agreement are contingent upon the appropriation for each fiscal year by each Board of Supervisors of funds from which payments under this Agreement can be made. Neither party

shall be liable for any amounts payable under this Agreement unless and until such funds have been appropriated for payment, nor is either party obligated in any year to make any appropriation with respect to this Agreement. This Agreement shall not constitute a pledge of the full faith and credit of either Prince William County or Fairfax County in violation of Section 10 of Article X of the Constitution of the Commonwealth of Virginia or a bond or debt of either Prince William County or Fairfax County within the meaning of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

13. This Agreement may not be assigned by any party without the prior written consent of the other party.

14. All notices, consents, approvals, and other communications required, permitted, or otherwise delivered under this Agreement shall be in writing and may be sent by facsimile, delivered by hand or mailed by first class registered or certified mail, return receipt requested, and shall be addressed to the Administrator as follows:

If to Fairfax County:

Director of Public Works and Environmental Services
12055 Government Center Parkway, Suite 659
Fairfax, Virginia 22035-0050
Phone: (703)324-5033
Fax: (703)324-3942

If to Prince William County:

Director of Public Works
4379 Ridgewood Center Drive
Prince William, Virginia 22192
Phone: (703)792-6820
Fax: (703)792-6828

15. This Agreement constitutes the entire and complete agreement of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous understandings, arrangements, commitments, and representations, all of which, whether oral or written, are merged into this Agreement.

16. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any permitted successor or assignee.

17. The laws of the Commonwealth of Virginia shall govern the validity, interpretation, construction, and performance of this Agreement.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when executed and delivered shall together constitute one and the same instrument.

19. Each party shall execute and deliver any instruments and perform any acts requested by the other party that may be necessary and reasonable in order to give full effect to this Agreement.

20. This Agreement may be amended by the written agreement of both parties.

21. No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute one party a partner, agent, or legal representative of the other party or to create any fiduciary relationship between the parties.

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By Katherine Hanley
Chairman

April 6, 2000
Date

PRINCE WILLIAM BOARD OF
COUNTY SUPERVISORS
PRINCE WILLIAM COUNTY, VIRGINIA

By [Signature]
Chairman

23 March 2000
Date

APPROVED AS TO FORM COUNTY ATTORNEY
<u>Rudolf B. Dickson</u>
DATE: <u>3/22/2000</u>

Amendment to Interjurisdictional Solid Waste Facility Use Agreement

WHEREAS, the Board of Supervisors of Fairfax County, Virginia ("Fairfax County") and the Prince William Board of County Supervisors ("Prince William County") entered into an Interjurisdictional Solid Waste Facility Use Agreement ("Agreement") on March 23, 2000;

WHEREAS, to further clarify and refine the overall goal and purpose of the Agreement and to address operational limits, an Amendment to define the amount of refuse and yard waste to be delivered under the terms of the Agreement needs to be established.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

I. Replace entire paragraph 2 with the following:

2. *Fairfax County transfer trailers may use the Prince William County landfill in Independent Hill when the I-95 ERRF is undergoing scheduled or emergency maintenance or when it is necessary to accommodate occasional bypass of the I-95 ERRF. Such use shall be restricted to prearranged mutually agreed deliveries in Fairfax County transfer trailers up to a maximum daily amount of 600 tons/day for 30 consecutive days for scheduled maintenance and occasional bypass waste, and 1000 tons/day for 5 consecutive days for emergency maintenance. No private citizens or private solid waste haulers shall be permitted to deliver Fairfax County waste directly to the Prince William landfill during these occurrences. During all emergency situations that totally preclude the delivery of waste to the I-95 ERRF, prearrangement of deliveries will not be required and the method of waste delivery will be coordinated with Prince William County. Such emergency delivery will be limited to no more than 5 consecutive days per event. The annual amount of Fairfax County waste delivered to the Prince William County landfill shall not exceed 30,000 tons during any fiscal year.*

II. Add paragraph 1.2

1.2 *Fairfax County will deliver at least 20,000 tons of yard waste a year to the Prince William County compost facilities, as long as this quantity of yard waste is collected by Fairfax County and/or enters Fairfax County's solid waste management facilities from public and private sources. Yard waste available for delivery by Fairfax County, but not delivered at the request of Prince William County due to compost facility limitations, shall count towards the 20,000 ton delivery commitment.*

III. Revise and insert into paragraph 4 (c)

- (c) The fees for processing of yard waste at the Prince William County facilities will be set by Prince William County, *after consultation with Fairfax County*, based upon the anticipated quantity of material to be processed, the contractor's charges, and the recovery of costs to own and operate the facilities.

IV. All references in the Agreement to "this Agreement" shall be deemed to refer to the Agreement as amended hereby. The parties hereby confirm the Agreement, as amended, in all respects.

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By Katherine F. Hanley
Chairman

12/20/2001
Date

PRINCE WILLIAM BOARD OF
COUNTY SUPERVISORS
PRINCE WILLIAM COUNTY, VIRGINIA

By [Signature]
Chairman

12/6/2001
Date

